

## EXHIBIT A

[Highly Confidential – Filed Under Seal]

# **EXHIBIT “B”**

IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

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IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

No.: 3:07-cv-5944 SC--MDL No. 1917  
Individual Action No.: 3:11-cv-05514

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This Document Relates To:

ALL ACTIONS

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HIGHLY CONFIDENTIAL

PURSUANT TO THE PROTECTIVE ORDER

VOLUME I

DEPOSITION OF NIKHIL NAYAR

May 1, 2014

Jean F. Soule, Notary Public  
375338

40  
YEARS

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13:02 1 A. Self-described. I mean, there's a lot  
13:02 2 of things that happen in Target that we have to  
13:02 3 execute, and his job is on that ops team. He  
13:02 4 specifically deals with segmentation for our  
13:02 5 multicultural merchandising.

13:02 6 Q. So broader than any particular like  
13:02 7 specific product line?

13:02 8 A. Correct. It would be all  
13:02 9 multicultural merchandising, not specific to a  
13:02 10 category but across Target.

13:03 11 Q. Do you know when Mr. Williams worked  
13:03 12 in the -- in Department 08?

13:03 13 A. He was -- I don't remember the years  
13:03 14 specifically, but I believe he was the senior buyer  
13:03 15 prior to Tim Livingston.

13:03 16 Q. How did Target decide which brands of  
13:03 17 CRT televisions to purchase and carry?

13:03 18 A. Mark --

13:03 19 MR. HEAVEN: Object to form.

13:03 20 THE WITNESS: Market research, looking  
13:03 21 at what's happening in the overall space, looking  
13:03 22 at our competitors.

13:03 23 BY MR. YOLKUT:

13:03 24 Q. What forms of market research would  
13:03 25 Target use in that regard?

13:03 1 A. We would visit competitor stores, take  
13:03 2 a look at, you know, their shelf space on what  
13:03 3 brands they carried. We would use Nielsen Market  
13:03 4 Share Data.

13:03 5 Q. You would have Target employees visit  
13:03 6 other stores like a Wal-Mart or a Best Buy to see  
13:03 7 what they were doing?

13:03 8 A. Yes.

13:03 9 Q. Did you have a group at Target that  
13:04 10 was responsible for, you know, kind of just seeing  
13:04 11 what the competition was doing, that type of like  
13:04 12 intelligence?

13:04 13 A. Can you clarify?

13:04 14 Q. Sure. Meaning who were the employees  
13:04 15 that would be visiting these other stores?

13:04 16 A. Well, part of the role of the buyer is  
13:04 17 just to stay abreast of what's going on in the  
13:04 18 marketplace. So it would be them visiting  
13:04 19 competition, visiting our own stores. So I would  
13:04 20 say that they were the primary ones responsible for  
13:04 21 taking a look at, you know, what's going on in the  
13:04 22 marketplace. We'd also look at past year's history  
13:04 23 to see what's working, what's not.

13:04 24 Q. And you mentioned -- actually, staying  
13:04 25 on market research. Would you use research

13:04 1 provided by third companies, like NPD?

13:04 2 A. Yeah. I mean, Nielsen and NPD are the  
13:04 3 two primary data points that's publicly available.

13:05 4 Q. Any other factors Target considered in  
13:05 5 making its decision to go with one brand over  
13:05 6 another?

13:05 7 A. Noth -- nothing specific.

13:05 8 Q. How many brands of televisions was  
13:05 9 Target likely to carry in a given time period?

13:05 10 A. Our space was pretty limited in  
13:05 11 stores, so I'd say anywhere from seven to -- seven  
13:05 12 to eight brands.

13:05 13 Q. Could it vary by store?

13:05 14 A. It could.

13:05 15 Q. Some stores might have more shelf  
13:05 16 space?

13:05 17 A. It could be shelf space or in some  
13:05 18 instances certain price points of TVs just in  
13:05 19 selling that market.

13:06 20 Q. Are there some must-have brands of  
13:06 21 televisions?

13:06 22 MR. HEAVEN: Object to form.

13:06 23 THE WITNESS: Somewhat subjective, but  
13:06 24 I'd say at the point of what we're talking about  
13:06 25 Sony was considered a must-have brand or Panasonic.

17:47 1 the role of competitive pricing?

17:47 2 A. At least seven to ten years.

17:47 3 Q. What tactics would Mr. Thole's team  
17:47 4 use to monitor the retail prices of its competitors,  
17:47 5 of Target's competitor?

17:47 6 MR. HEAVEN: Object to form.

17:47 7 THE WITNESS: Same to what a buyer  
17:47 8 would do. We can't, obviously, go to every store  
17:47 9 in the country. So Lee and his team would do comp  
17:47 10 shops. So, essentially, go out into the  
17:47 11 marketplace, do analytics on what key items we  
17:47 12 should be matching with a Wal-Mart or a Best Buy,  
17:47 13 whoever it is, assess where the market is, excuse  
17:47 14 me, and then where Target needs to be.

17:47 15 BY MR. YOLKUT:

17:47 16 Q. Where would the -- what would the  
17:47 17 analytics be founded on?

17:47 18 A. Good, better, best pricing.

17:48 19 MR. HEAVEN: Object to form.

17:48 20 THE WITNESS: I mean, there -- there's  
17:48 21 a number of things outside of just looking at where  
17:48 22 the retail is at. As I've said, there's multiple  
17:48 23 factors that relate to how a consumer is going to  
17:48 24 perceive your assortment in store, there's brand,  
17:48 25 there's the price points that you offer, the

17:48 1 relative value of the product that you have in  
17:48 2 store. So there's a lot of things that Lee and his  
17:48 3 team would do.

17:48 4 BY MR. YOLKUT:

17:48 5 Q. Did you have any role in working with  
17:48 6 Lee and his team in competitive pricing?

17:48 7 A. When I was a divisional, yes.

17:48 8 Q. Okay. And what role did you play?

17:48 9 A. I would ask him, please, you know --  
17:48 10 and it wasn't a weekly occurrence, but at some  
17:48 11 point during the course of the year, semiannually  
17:48 12 or annual, we'd take a competitive assessment of  
17:48 13 where we were in the marketplace within the rest  
17:48 14 of -- rest of the other retailers out there, and  
17:48 15 we'd get a gauge of where our pricing was as it  
17:48 16 related to opening price point versus mid-tier  
17:48 17 versus, you know, premium brands, you know,  
17:48 18 those -- one aspect of my communication with Lee.

17:49 19 Q. You would sometimes ask Mr. Thole to  
17:49 20 prepare a competitive assessment of the marketplace?

17:49 21 A. Yes.

17:49 22 Q. And you'd utilize competitive  
17:49 23 assessments in connection with your job  
17:49 24 responsibilities at Target?

17:49 25 A. Yeah. It's one of the course -- core



30(b)(6) Target Corporation - 5/1/2014  
In Re Cathode Ray Tube Antitrust Litigation

1 STATE OF MINNESOTA )  
 ) ss. CERTIFICATE  
2 COUNTY OF DAKOTA )

3 BE IT KNOWN that I, Jean F. Soule, Registered  
4 Professional Reporter, took the foregoing  
deposition of NIKHIL NAYAR;

5 That the witness, before testifying, was by me  
6 first duly sworn to testify the whole truth and  
nothing but the truth relative to said cause;

7 That the testimony of said witness was recorded  
8 in shorthand by me and was reduced to typewriting  
under my direction to the best of my ability;

9 That the foregoing deposition is a true record  
10 of the testimony given by said witness;

11 That the reading and signing of the foregoing  
12 deposition by the said witness were not waived by  
the witness and respective counsel;

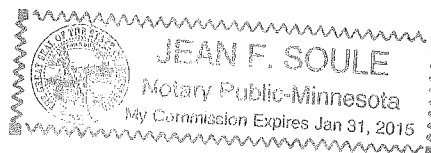
13 That I am not related to any of the parties  
14 hereto, nor an employee of them, nor interested in  
the outcome of the action;

15 That the cost of the original has been charged  
16 to the party who noticed the deposition, and that  
all parties who ordered copies have been charged at  
the same rate for such copies;

17 WITNESS MY HAND AND SEAL this 7th day of May,  
18 2014.

*Jean F. Soule*

19 JEAN F. SOULE, Notary Public, RPR



# **EXHIBIT “C”**

HIGHLY CONFIDENTIAL  
Bonny Cheng -- October 9, 2014

Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)

ANTITRUST LITIGATION

Case No.  
3:14-cv-02510

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This Document Relates To:

Master File No.  
3:07-cv-05944-SC

ALL ACTIONS

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MDL No. 1917

\*\* HIGHLY CONFIDENTIAL \*\*

VIDEOTAPED DEPOSITION OF  
VIEWSONIC CORPORATION'S 30(B)(6) WITNESS

BONNY CHENG

October 9, 2014

9:19 a.m. to 8:51 p.m.

515 South Flower Street, 40th Floor

Los Angeles, California

REPORTED BY:

Jean F. Holliday

CSR No. 4535, RPR, CRR

HIGHLY CONFIDENTIAL  
Bonny Cheng -- October 9, 2014

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1     agreed upon topic.

2                 MR. FOSTER:   Well, then, Mr. Heaven, I'd just  
3     ask you if you could tell me which -- how it's changed.

4                 MR. HEAVEN:   Well, it's pursuant to our  
5     agreement.

6                 MR. FOSTER:   Okay.   So we have our -- the  
7     agreement that you're referring to is that Ms. Cheng is  
8     prepared to testify today about ViewSonic's practices  
9     during the relevant period of collecting competitor  
10    information in order to -- period, and although she's  
11    not prepared today to talk about how that competitor  
12    information related to how ViewSonic priced its  
13    products.   Is that fair?

14                MR. HEAVEN:   That's fair.

15    BY MR. FOSTER:

16                Q.   Okay.   Who -- during the relevant period,  
17    Ms. Cheng, who were ViewSonic's competitors for CRT  
18    monitors?

19                A.   Dell, Samsung.   I can't remember.   It's too  
20    long time ago.

21                Q.   Those are the only two that you can remember,  
22    sitting here today?

23                A.   Yeah.

24                Q.   Did ViewSonic collect information about Dell?

25                A.   Yes.

HIGHLY CONFIDENTIAL  
Bonny Cheng -- October 9, 2014

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1 Q. What information?

2 A. End-user pricing in the market.

3 Q. Any other information?

4 A. Their market share.

5 Q. Anything else?

6 A. What product that they offer.

7 Q. Anything else?

8 A. No.

9 Q. That's it?

10 A. That's it.

11 Q. And what information did ViewSonic collect  
12 about Samsung?

13 A. Similar.

14 Q. The same three categories of information?

15 A. Yeah.

16 Q. Anything -- did ViewSonic collect  
17 information -- any information about Samsung that it  
18 didn't collect about Dell?

19 A. No.

20 Q. Who at ViewSonic was responsible for collecting  
21 the information categories that you identified about  
22 Dell?

23 A. Marketing.

24 Q. The marketing department?

25 A. Marketing department.

HIGHLY CONFIDENTIAL  
Bonny Cheng -- October 9, 2014

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1 record.

2 BY MR. FOSTER:

3 Q. Ms. Cheng, before we took a break we were  
4 talking about ViewSonic's efforts to collect information  
5 about its competitors and that the sources of the  
6 end-user price information that it would get from its  
7 competitors were the website, retail stores, newspapers  
8 and magazines. Do you recall that?

9 A. Yes.

10 Q. And what sources did ViewSonic use to collect  
11 market share information about its competitors?

12 A. The third-party research firm.

13 Q. Any other sources?

14 A. No.

15 Q. That's the only one?

16 A. Yeah.

17 Q. Can you tell me which third-party research  
18 firms ViewSonic used?

19 A. Display Search.

20 Q. Any other ones?

21 A. Not that I -- none I can think of.

22 Q. That's the only one you can think of today?

23 A. Yes.

24 Q. There might have been more, you just don't  
25 remember?

HIGHLY CONFIDENTIAL  
Bonny Cheng -- October 9, 2014

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1 STATE OF CALIFORNIA )  
 ) SS  
2 COUNTY OF LOS ANGELES )

3

4 I, Jean F. Holliday, a Certified Shorthand  
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in the  
7 foregoing proceedings was by me duly sworn to testify to  
8 the truth, the whole truth, and nothing but the truth;

9 That said proceedings were taken before me at the  
10 time and place therein set forth, and were taken down by  
11 me in shorthand and thereafter transcribed into  
12 typewriting under my direction and supervision;

13 I further certify that I am neither counsel for,  
14 nor related to, any party to said proceedings, nor in  
15 anywise interested in the outcome thereof.

16 In witness whereof, I have hereunto subscribed my  
17 name.

18

19 Dated: October 20, 2014

20

21

\_\_\_\_\_  
Jean F. Holliday  
22 CSR No. 4535, RPR, CRR

23

24

25

# **EXHIBIT “D”**



HIGHLY CONFIDENTIAL

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT) ) Case No.  
ANTITRUST LITIGATION ) No. 07-5944  
 ) 3:07-cv005944-SC )  
 ) MDL No. 1917

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 )  
This Document Relates To: )  
ALL ACTIONS )  
 )  
-----)

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA, et al., ) Case No.  
 ) CGC-11-51584  
Plaintiffs, ) (Related to  
 ) CGC-110-  
V. ) 515-786)  
 )  
SAMSUNG SDI, INC., CO., LTD., )  
et al., )  
 )  
Defendants. )

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VIDEOTAPED DEPOSITION  
TIMOTHY FUREY  
JULY 30, 2014  
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1 MS. YAN: Okay. 10:48

2 THE VIDEOGRAPHER: Check microphones. 10:48

3 MR. ROSS: Go ahead. 10:49

4 THE VIDEOGRAPHER: Stand by. 10:49

5 Back on the record at 10:49 a.m. This is the 10:49

6 beginning of videotape number 2. 10:49

7 BY MS. YAN: 10:49

8 Q Mr. Furey, I want to ask you about -- 10:49

9 You said before we went on break that part of 10:49

10 your job was understanding the competitive intelligence 10:49

11 and competitive pricing information, right? 10:49

12 A Yes. 10:49

13 Q Could you tell me how you obtained that kind of 10:49

14 information? 10:49

15 MR. ROSS: Objection to form; asked and 10:49

16 answered. 10:49

17 A And in -- so the way it was gathered for quite 10:49

18 some time was our stores would actually go out and 10:50

19 execute competitive price checks for their focused 10:50

20 competitor as I spoke about before. 10:50

21 Q When you say the store would go out and execute 10:50

22 competitive price checks, I want to break that up a 10:50

23 little bit. 10:50

24 Who exactly was going that -- what do you mean 10:50

25 by our stores, who was actually going out and doing 10:50

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1 these price checks? 10:50

2 A It could be any individual in the store. It 10:50

3 could have been a store -- it could have been anywhere 10:50

4 from the store manager down to a salesperson. But it 10:50

5 could have been anyone in -- in the store executing 10:50

6 those checks. 10:50

7 Q Okay. And when you say execute competitive 10:50

8 price checks, what do you mean by that? 10:50

9 A They would go to the competitor, and by 10:50

10 whatever means they did it, whether it be by memory or 10:51

11 whether it be written down, voice recorder, they would 10:51

12 take down their -- the competitors' tagged retail price 10:51

13 and come back and input those into our point of sale. 10:51

14 Q Did -- when they -- have you ever personally 10:51

15 gone out and executed a competitive price check? 10:51

16 A Yes. 10:51

17 Q Okay. Can you tell me about when you did that? 10:51

18 A I did it some great number of times. 10:51

19 Q Okay. How many times would you say? 10:51

20 A Easily on the order of hundreds. 10:51

21 Q Okay. And on what occasions would -- what 10:51

22 would prompt you to go to -- to execute a competitive 10:51

23 price check? 10:52

24 MR. ROSS: Objection to form. You mean when he 10:52

25 was actually working in the stores, or afterwards as 10:52

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1 store wherever, some competitive check, and then I would 10:53  
2 just go to my local competitor, assuming it was Best 10:53  
3 Buy -- this could only really happen if it was Best 10:53  
4 Buy -- and see if that was accurate or not. 10:53  
5 Q Okay. And going back to you said the local 10:53  
6 stores would go out and execute these competitive price 10:53  
7 checks, how frequently would they do that? 10:53  
8 MR. ROSS: Objection to form. Time frame. 10:53  
9 A At one point it was a weekly process, and at 10:53  
10 some point it changed. And I cannot remember what the 10:53  
11 frequency was after that change. 10:54  
12 Q Do you recall when that change was? 10:54  
13 A No. 10:54  
14 Q Okay. When you say the frequency changed, did 10:54  
15 it change to be more frequent or less frequent, if you 10:54  
16 recall? 10:54  
17 A Less frequent. 10:54  
18 Q Less frequent. And why did it change to be 10:54  
19 less frequent, if you know? 10:54  
20 A It was a matter of -- it was a matter of man -- 10:54  
21 man hours in the stores, you know, so there were -- 10:54  
22 there were fewer people working in our stores as -- as 10:54  
23 labor got reduced, so there simply was not the available 10:54  
24 man hours to do that with that frequency. 10:54  
25 Q All right. So when you go into a store to -- 10:54

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1 is the price that the consumer would see on the shelf 03:52  
2 when they walk in the store. And that -- that tag would 03:52  
3 be placed directly underneath, possibly over the item, 03:52  
4 but that would be the -- the tagged price that the 03:52  
5 consumer sees relative to the -- to the item directly 03:52  
6 above or below it. 03:52

7 Q All right. Several times throughout the day 03:52  
8 both counsel for LG and counsel for Toshiba used the 03:52  
9 term "competitive intelligence" with regard to your 03:52  
10 duties and responsibilities. Could you explain for us 03:52  
11 what you mean in terms of your duties when the phrase 03:53  
12 "competitive intelligence" is used? 03:53

13 A Competitive intelligence from -- from a Circuit 03:53  
14 City standpoint was simply an evaluation of the gathered 03:53  
15 competitive checked data that we got from our stores and 03:53  
16 making an appropriate business decision as to what to 03:53  
17 retail an item for based on the competitive environment. 03:53

18 So it was simply gathering the information from 03:53  
19 the checks, looking at it, looking for -- for trends in 03:53  
20 retail pricing and making an appropriate business 03:53  
21 decision for Circuit City based on -- based off of that 03:53  
22 information. 03:53

23 Q And as you've described previously today, those 03:53  
24 checks that were done in competitive stores were checks 03:53  
25 of the retail tagged price, correct, sir? 03:53

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1 A That is correct. The tag -- the tagged price 03:53  
2 the consumer will see. 03:53

3 Q Okay. You also talked about, and we've seen 03:53  
4 some documents, where there were reviews of advertising 03:54  
5 circulars. Do you recall that? 03:54

6 A Yes. 03:54

7 Q Okay. Other than those two things, is there 03:54  
8 anything else in your job that involved competitive 03:54  
9 intelligence? 03:54

10 A No. 03:54

11 Q You were asked some questions about in general 03:54  
12 Circuit City reacting to the retail prices of a 03:54  
13 competitor, usually Best Buy was the example. Do you 03:54  
14 recall those questions? 03:54

15 A Yes. 03:54

16 Q And I want to get a sense of proportionality, 03:54  
17 sir. You were asked a couple of times about Best Buy 03:54  
18 raising its prices and then Circuit City reacting to 03:54  
19 that raise? 03:54

20 A Yes. 03:54

21 Q You were also asked generally about Best Buy 03:54  
22 lowering its prices and Circuit City reacting to that 03:54  
23 raise? 03:54

24 A Yes. 03:54

25 Q Which happened more often in your experience, 03:54

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1 Best Buy raising its prices and getting a Circuit City 03:54

2 reaction, or Best Buy lowering its prices and Circuit 03:55

3 City deciding whether to react or not? 03:55

4 A The -- 03:55

5 MR. BAVE: Object to form. 03:55

6 MS. YAN: Join. 03:55

7 A The -- the huge majority of the time it was 03:55

8 taking a retail price down, just -- if I -- if was 03:55

9 thinking about it, I would say on the order of less than 03:55

10 1 percent of the time would we take the retailers up. 03:55

11 Q Counsel showed you a couple of documents which 03:55

12 were I believe shown to you to show a consideration of 03:55

13 raising a price. I want to just quickly look at those. 03:55

14 Unfortunately 4963 seems to have been out of order. Do 03:55

15 you have it there? 03:55

16 A Yes. 03:55

17 Q Oh, okay. Let's take a look first at Exhibit 03:55

18 4963. And you see on the second page you had written an 03:56

19 e-mail that indicated Best Buy going up and a question 03:56

20 of maybe we should go up as well? 03:56

21 A Yes. 03:56

22 Q Do you remember giving testimony about that 03:56

23 earlier today? 03:56

24 A Yes. 03:56

25 Q There's on the top of the first page there is 03:56

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		220
1	fact, Circuit City raised its prices in response to	03:58
2	competitive pricing?	03:58
3	MS. YAN: Objection to form. Objection, vague.	03:58
4	A This document does not show me that we did	03:58
5	raise -- raise retails. This simply says that we need	03:58
6	to evaluate.	03:58
7	Q Were you shown any document today as an example	03:58
8	of where Circuit City did, in fact, raise its prices in	03:58
9	response to competitive pricing?	03:59
10	MS. YAN: Same objections.	03:59
11	A I didn't see any.	03:59
12	Q And do you recall any instances as you sit here	03:59
13	today of that?	03:59
14	A Not -- I do not.	03:59
15	MR. ROSS: That's all I have, sir. Thank you	03:59
16	for your time.	03:59
17	MS. YAN: Can we have one minute off the	03:59
18	record?	03:59
19	MR. ROSS: Sure.	03:59
20	THE COURT: Going off the record at 3:59.	03:59
21	(Break taken.)	03:59
22	THE VIDEOGRAPHER: Back on the record at four	04:00
23	o'clock.	04:00
24	RE CROSS EXAMINATION	04:00
25	BY MR. BAVE:	04:00



## EXHIBIT E

[Highly Confidential – Filed Under Seal]

# **EXHIBIT “F”**

1 ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
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12 Attorneys for Plaintiffs  
13 BEST BUY CO., INC.; BEST BUY PURCHASING  
LLC; BEST BUY ENTERPRISE SERVICES, INC.;  
14 BEST BUY STORES, L.P.; BESTBUY.COM,  
L.L.C.; and MAGNOLIA HI-FI, LLC

15  
16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18 SAN FRANCISCO DIVISION

19 IN RE: CATHODE RAY TUBE (CRT)  
20 ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC  
MDL No. 1917

21 This Document Relates To:  
22 ALL ACTIONS.

THE HONORABLE SAMUEL CONTI

23 BEST BUY'S RESPONSES AND  
24 OBJECTIONS TO DEFENDANTS' FRCP  
25 RULE 30(B)(6) DEPOSITION NOTICE  
26  
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Pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure, in response to Defendants Panasonic Corporation of North America, MT Picture Display Co., Ltd., and Panasonic Corporation's (f/k/a Matsushita Electric Industrial Co., Ltd) Notice of FRCP Rule 30(b)(6) Deposition served on April 18, 2014 ("Notice"), Plaintiffs Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, LLC, and Magnolia Hi-Fi, LLC. (collectively "Best Buy") hereby set forth their responses and objections, as follows:

### **GENERAL OBJECTIONS**

Best Buy asserts and incorporates by reference the following General Objections to each deposition topic. Reference to these General Objections in any specific topic shall not waive or otherwise limit the applicability of these General Objections to each and every topic.

1. Best Buy construes the Notice as served on behalf of all defendants named in the Complaint ("Defendants") and responds and objects accordingly.

2. Best Buy objects to Defendants' "Definitions" to the extent that they impose burdens and obligations on Best Buy greater than or different from those authorized under the Federal Rules of Civil Procedure and the Local Rules of this Court, and to the extent they purport to give meanings to words different from their ordinary English meaning or definitions set forth in the applicable statutes or rules.

3. Best Buy objects to each topic to the extent that it calls for testimony or information protected by the attorney-client privilege or that may be protected by any other privilege, such as a joint defense or common interest privilege. Such testimony will not be given. Where the applicability of this General Objection is readily apparent on its face from the text of the topic, Best Buy may also make a specific objection (hereinafter, an objection on the ground of "Privilege") pursuant to this paragraph, although the failure to make such a specific objection shall not be deemed to be a waiver of the General Objection.

4. Best Buy objects to each topic to the extent that it seeks testimony that pertains to work product information or documents prepared by Best Buy or its representatives or in furtherance of any joint defense or common interest in anticipation of litigation or for trial.



1 Testimony pertaining to such information or documents will not be given. Where the applicability  
2 of this General Objection is readily apparent on its face from the text of the topic, Best Buy may  
3 also make a specific objection (hereinafter, an objection on the ground of “Work Product”)  
4 pursuant to this paragraph, although the failure to make such a specific objection shall not be  
5 deemed to be a waiver of the General Objection.

6 5. Best Buy objects to each topic to the extent that it seeks testimony or information  
7 not relevant to the claim or defense of any party to this litigation, or that it is not reasonably  
8 calculated to lead to the discovery of admissible evidence. Where the applicability of this General  
9 Objection is readily apparent on its face from the text of the topic, Best Buy may also make a  
10 specific objection (hereinafter, an objection on the ground of “Relevance” and/or “Overbreadth”)  
11 pursuant to this paragraph, although the failure to make such a specific objection shall not be  
12 deemed to be a waiver of the General Objection.

13 6. Best Buy objects to each topic to the extent that it seeks testimony or information  
14 that is vexatious or unduly burdensome to obtain. Where the applicability of this General  
15 Objection is readily apparent on its face from the text of the topic, Best Buy may also make a  
16 specific objection (hereinafter, an objection on the ground of “Undue Burden”) pursuant to this  
17 paragraph, although the failure to make such a specific objection shall not be deemed to be a  
18 waiver of the General Objection.

19 7. Best Buy objects to each topic to the extent that it is ambiguous, vague, and  
20 incomprehensible and/or fails to set forth with reasonable particularity the testimony or  
21 information requested. Best Buy also objects to each topic as ambiguous, vague, and/or  
22 incomprehensible to the extent that it fails to describe with reasonable particularity the matters for  
23 examination as required by Fed. R. Civ. P. 30(b)(6). Where the applicability of this General  
24 Objection is readily apparent on its face from the text of the topic, Best Buy may also make a  
25 specific objection (hereinafter, an objection on the ground of “Vagueness”) pursuant to this  
26 paragraph, although the failure to make such a specific objection shall not be deemed to be a  
27 waiver of the General Objection.

28 8. Best Buy objects to each topic to the extent that it is overbroad and/or repetitious,

1 and to the extent that it seeks duplicative and/or cumulative testimony or information. Where the  
2 applicability of this General Objection is readily apparent on its face from the text of the topic,  
3 Best Buy may also make a specific objection (hereinafter, an objection on the ground of  
4 “Overbreadth”) pursuant to this paragraph, although the failure to make such a specific objection  
5 shall not be deemed to be a waiver of the General Objection.

6 9. Best Buy objects to each topic to the extent that it seeks testimony or information  
7 that is private, confidential, trade secret, or proprietary information of itself or third parties. Best  
8 Buy agrees to provide such testimony or information, subject to the other objections stated herein,  
9 with the consent of or after an agreement has been made with interested third parties, or if such  
10 consent or agreement cannot be obtained, after the entry of an order from the Court directing Best  
11 Buy to release such information. Where the applicability of this General Objection is readily  
12 apparent on its face from the text of the topic, Best Buy may also make a specific objection  
13 (hereinafter, an objection on the ground of “Proprietary Information”) pursuant to this paragraph,  
14 although the failure to make such a specific objection shall not be deemed to be a waiver of the  
15 General Objection.

16 10. Best Buy objects to each topic to the extent that it seeks information that is already  
17 in the possession, custody, or control of Defendants and/or their counsel, or to the extent that it  
18 seeks information that is available to Defendants from other sources with equivalent ease and  
19 expense.

20 11. Best Buy further objects to the extent that the topics call for information that Best  
21 Buy does not track or keep in the ordinary course of business, or that is not in Best Buy’s  
22 possession, custody, or control.

23 12. Best Buy objects to the extent that any topic prematurely seeks expert testimony  
24 and/or contention discovery.

25 13. The fact that Best Buy has objected to or has agreed to provide a witness for a  
26 particular topic shall not be interpreted as implying either that supporting documents exist, that  
27 Best Buy is aware of any supporting documents or information, or that Best Buy acknowledges  
28 the propriety of that topic. Best Buy’s objections or testimony shall not be construed as an



1 admission of the relevance or admissibility of any testimony, or as a waiver of any applicable  
2 privilege.

3 14. Any statement during any deposition that Best Buy may produce documents from  
4 which the response to a topic may be ascertained does not constitute a representation that Best  
5 Buy possesses any such documents or that such documents exist at all, and is not to be construed  
6 as an admission with respect to any issue in this action.

7 15. The inadvertent or mistaken disclosure of information subject to the protection of  
8 the attorney-client privilege, work-product doctrine or other privilege shall not be deemed to  
9 constitute a waiver of such privilege or protection. In the event such inadvertent or mistaken  
10 disclosure of information occurs during the deposition, all such inadvertently and/or mistakenly  
11 provided testimony or information shall promptly be stricken from the record.

12 16. If any objection below is mistakenly construed as a response, it is subject to all  
13 objections as to competence, relevance, materiality, admissibility, or any and all other objections  
14 that would require the exclusion of any statement contained herein, including if such statement  
15 were made by a witness during deposition or present and testifying in court. All such objections  
16 and grounds are reserved and may be interposed in any motion, at any hearing, at any deposition,  
17 or at the time of trial.

18 17. Best Buy reserves the right to designate the appropriate witness for each topic and  
19 further reserves the right to change the designation of witnesses and/or topics to which they will  
20 provide testimony. Best Buy further reserves the right to amend and/or supplement its General  
21 and Specific Objections.

22 18. Best Buy objects to the extent that the topics seek testimony regarding CRTs as  
23 Best Buy is not making a claim for purchases of CRTs that are not incorporated into CRT  
24 Products, and therefore interprets the topics as applying to CRT Products.

25 19. The General and Specific Objections found herein in no way limit the ability of  
26 Best Buy's counsel to state objections on the record during the actual taking of the deposition.  
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1 **SPECIFIC OBJECTIONS**

2 **Topic No. 1**

3 Your overall corporate structure, including, the identification of departments within Best  
4 Buy responsible for the purchase, sale, pricing, marketing or distribution of CRTs and/or CRT  
5 Finished Products and their functions and the identification of any individuals that had managerial  
6 responsibility for the purchase, sale, pricing, marketing or distribution of CRTs and/or CRT  
7 Finished Products..

8 **Objection**

9 Best Buy objects on grounds of Undue Burden, Overbreadth and Relevance. Best Buy  
10 specifically objects to this topic on the grounds of Overbreadth to the extent this topic is  
11 duplicative of Defendants' First Set of Interrogatories. Subject to and without waiving these  
12 objections, Best Buy will produce a witness to testify at a general level regarding this topic.

13 **Topic No. 2**

14 The location of Best Buy's purchasing operations for CRT or CRT Finished Products,  
15 including the location of price negotiations.

16 **Objection**

17 Best Buy objects to this topic on the grounds of Overbreadth and Undue Burden. Subject  
18 to and without waiving these objections, Best Buy will produce a witness to testify at a general  
19 level regarding this topic.

20 **Topic No. 3**

21 The identity and general description of the CRTs and/or CRT Finished Products Best Buy  
22 purchased, sold, marketed or distributed.

23 **Objection**

24 Best Buy objects to this topic on the grounds of Overbreadth and Undue Burden. Subject  
25 to and without waiving these objections, Best Buy will produce a witness to testify at a general  
26 level regarding this topic.  
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1 **Topic No. 4**

2 The identity of the Defendants from whom you purchased CRTs and/or CRT Finished  
3 Products, and the general and relative volume of CRTs and/or CRT Finished Products You  
4 purchased from them, including any changes over the Relevant Period.

5 **Objection**

6 Best Buy objects on grounds of Undue Burden and Overbreadth, as this information is  
7 reflected in Best Buy's transactional data already produced in these proceedings. Best Buy  
8 objects to the extent that the topic calls for information that Best Buy does not track or keep in the  
9 ordinary course of business. Subject to and without waiving these objections, Best Buy will  
10 produce a witness to testify at a general level regarding this topic.

11 **Topic No. 5**

12 The identity of any non-Defendant manufacturers, producers or distributors from whom  
13 you purchased CRTs and/or CRT Finished Products, and the general and relative volume of CRTs  
14 and/or CRT Finished Products You purchased from them, including any changes over the  
15 Relevant Period.

16 **Objection**

17 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the  
18 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
19 course of business. Subject to and without waiving these objections, Best Buy will produce a  
20 witness to testify at a general level regarding this topic.

21 **Topic No. 6**

22 Best Buy's purchase or acquisition of CRTs or CRT Finished Products, including: (a)  
23 whether Best Buy made any purchases for internal use; (b) whether Best Buy purchased any  
24 refurbished products; (c) whether and when Best Buy took physical possession of the purchased  
25 CRTs or CRT Finished Products; and (d) whether and when transfer of title to Best Buy occurred.  
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1 **Objection**

2 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects to the  
3 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
4 course of business. Subject to and without waiving these objections, Best Buy will produce a  
5 witness to testify at a general level regarding this topic.

6 **Topic No. 7**

7 The factors Best Buy considered in determining (a) from which Defendant(s) and/or non-  
8 Defendant(s) to purchase CRTs and/or CRT Finished Products, and (b) which CRTs and/or CRT  
9 Finished Products to purchase from particular Defendants and non-Defendants.

10 **Objection**

11 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without  
12 waiving these objections, Best Buy will produce a witness to testify at a general level regarding  
13 this topic.

14 **Topic No. 8**

15 The process by which You negotiated, entered into, approved or ratified purchase  
16 agreements or contracts for CRT Finished Products, including: (a) Your policies and practices  
17 regarding the negotiation of terms and conditions of such sales contracts; (b) use of standardized  
18 sales or purchase contracts; (c) use of "MFN" (Most Favored Nation) or "MFC" (Most Favored  
19 Company) clauses or similar price-protection clauses; and (d) the identity and location of  
20 documents that relate to the matters specified in this topic.

21 **Objection**

22 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without  
23 waiving these objections, Best Buy will produce a witness to testify at a general level regarding  
24 this topic.  
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1 **Topic No. 9**

2 Your participation in any discounts, promotions, rebates or advertising cooperative  
3 programs provided or sponsored by any Defendant or non-Defendant from whom You purchased  
4 CRT Finished Products.

5 **Objection**

6 Best Buy objects on grounds of Relevance, Undue Burden and Overbreadth. Best Buy  
7 objects to the extent that the topic calls for information that Best Buy does not track or keep in the  
8 ordinary course of business. Subject to and without waiving these objections, Best Buy will  
9 produce a witness to testify at a general level regarding this topic.

10 **Topic No. 10**

11  
12 Best Buy's sales of CRTs or CRT Finished Products, including any sales by any person or  
13 entity purchasing or incorporating such CRTs or CRT Finished Products into other CRT Finished  
14 Products on Best Buy's behalf.

15 **Objection**

16 Best Buy objects on grounds of Vagueness, Undue Burden and Overbreadth. Best Buy  
17 objects to the extent that the topic calls for information that Best Buy does not track or keep in the  
18 ordinary course of business. Subject to and without waiving these objections, Best Buy will  
19 produce a witness to testify at a general level regarding this topic.

20  
21 **Topic No. 11**

22 Your policies and practices for setting the price at which You sold CRT Finished Products  
23 to Your customers, including consideration or use of the following:

24  
25 (a) commission costs;

26 (b) average costs;

27  
28 (c) why pay prices;

- 1 (d) meet-comping;  
2  
3 (e) alternative distribution channels;  
4  
5 (f) the percentage of price attributable to CRTs contained in CRT Finished Products sold;  
6  
7 (g) any increase of price that Best Buy quoted or charged to any customer that was  
8  
9 attributable to Best Buy's alleged overpayment of CRTs;  
10  
11 (h) below-cost pricing;  
12  
13 (i) bundled product or services pricing;  
14  
15 (j) most favored nation pricing;  
16  
17 (k) sale pricing;  
18  
19 (l) market development funds or demo budgets;  
20  
21 (m) advertising funds;  
22  
23 (n) non-price consideration;  
24  
25 (o) loss-leader pricing;  
26  
27 (p) early-pay discounts;  
28  
29 (q) "min sell prices";  
30  
31 (r) "closest thing to wholesale" prices;  
32  
33 (s) builder prices;  
34  
35 (t) spiffs or spivs; and



1 (u) if and how these policies, procedures, practices, methods, formulas, or factors vary by  
2 purchaser.

3 **Objection**

4 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects to the  
5 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
6 course of business. Subject to and without waiving these objections, Best Buy will produce a  
7 witness to testify at a general level regarding this topic.

8 **Topic No. 12**

9 How Best Buy's CRT Finished Products were marketed for sale, including whether  
10 factors other than price were evidenced in the marketing materials and how the marketing  
11 strategy was determined and implemented for the CRT Finished Products sold.

12 **Objection**

13 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without  
14 waiving these objections, Best Buy will produce a witness to testify at a general level regarding  
15 this topic.

16 **Topic No. 13**

17 Your use of rebates in connection with the sale of CRT Finished Products to Your  
18 customers.

19 **Objection**

20 Best Buy objects on grounds of Undue Burden and Overbreadth. Subject to and without  
21 waiving these objections, Best Buy will produce a witness to testify at a general level regarding  
22 this topic.

23 **Topic No. 14**

24 Other products that Your Company believed were viewed by Your customers as  
25 alternatives to CRT Finished Products, including: (a) products other than CRT Finished Products;  
26 (b) the reasons that You believe purchasers viewed such products to be alternatives to the CRT  
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1 Finished Products You purchased from the Defendants; (c) the extent to which these products had  
2 any effect on Your pricing decisions; and (d) the identity and location of Documents that relate to  
3 the matters specified in this topic.

4 **Objection**

5 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects to the  
6 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
7 course of business. Subject to and without waiving these objections, Best Buy will produce a  
8 witness to testify at a general level regarding this topic.

9 **Topic No. 15**

10 Your policies and practices relating to Your decision to give priority to the promotion,  
11 advertising or sale of certain Defendants' CRT Finished Products over other Defendants' CRT  
12 Finished Products; to promote Defendants' CRT Finished Products over non-Defendants' CRT  
13 Finished Products; or to promote non-Defendants' CRT Finished Products over Defendants' CRT  
14 Finished Products.

15 **Objection**

16 Best Buy objects on grounds of Undue Burden and Overbreadth. Best Buy objects as  
17 vague as to "give priority to the promotion, advertising or sale" and as to the extent that the topic  
18 calls for information that Best Buy does not track or keep in the ordinary course of business.  
19 Subject to and without waiving these objections, Best Buy will produce a witness to testify at a  
20 general level regarding this topic.

21 **Topic No. 16**

22  
23 All contracts or any other agreements relating to CRTs or CRT Finished Products between  
24 Best Buy and any entity, including the terms and conditions of any such contracts or agreements,  
25 including the scope of the agreement, choice of law, and forum selection.

1 **Objection**

2 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy further objects  
3 as vague as to "agreements relating to." Subject to and without waiving these objections, Best  
4 Buy will produce a witness to testify at a general level regarding this topic.

5 **Topic No. 17**

6 Whether the CRTs contained in each of the CRT Finished Products on which Best Buy  
7 bases its claims were first shipped-to or billed-to a location outside the United States or inside the  
8 United States, and an explanation of how Best Buy made or would make that determination.

9 **Objection**

10 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the  
11 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
12 course of business. Subject to and without waiving these objections, Best Buy will produce a  
13 witness to testify at a general level regarding this topic.

14 **Topic No. 18**

15 The identity of the manufacturer of the CRT contained in each of the CRT Finished  
16 Products on which Best Buy bases its claims, and an explanation of how Best Buy has made or  
17 would make that identification.

18 **Objection**

19 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the  
20 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
21 course of business. Subject to and without waiving these objections, Best Buy will produce a  
22 witness to testify at a general level regarding this topic.

23 **Topic No. 19**

24 Your practices, policies and procedures concerning Your market monitoring activity for  
25 CRT Finished Products including, but not limited to the following: (a) Your competitive  
26 intelligence activities; (b) Your use of third-party data sources and market share/data analyses;  
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1 and (c) Your knowledge, use, and tracking of Your competitors pricing for CRT Finished  
2 Products during the Relevant Time Period.

3 **Objection**

4 Best Buy objects on grounds of Vagueness, Undue Burden, and Overbreadth. Best Buy  
5 further objects on relevance as this topic is not reasonably calculated to lead to the discovery of  
6 admissible evidence. For the foregoing reasons, Best Buy will not produce a witness on this topic.

7 **Topic No. 20**

8 Best Buy's suspicions or beliefs that any manufacturer of CRTs was engaged in any  
9 anticompetitive conduct relating to CRTs and the circumstances (including dates) surrounding,  
10 and reasons for and sources of, such suspicions or beliefs, and any formal or informal  
11 investigations conducted by Best Buy to confirm or deny such suspicions or beliefs.

12 **Objection**

13 Best Buy objects on grounds of Privilege, Work Product, Undue Burden, and  
14 Overbreadth. Best Buy objects to the extent that the topic calls for information that Best Buy does  
15 not track or keep in the ordinary course of business. Subject to and without waiving these  
16 objections, Best Buy will produce a witness to testify at a general level regarding this topic.

17 **Topic No. 21**

18 The identification, description, date, location, source, and persons involved in all  
19 statements that Best Buy read, heard, or otherwise became aware of upon which Best Buy bases  
20 its contention that Defendants fraudulently concealed the alleged conspiracy from Best Buy,  
21 including a description of Best Buy's reliance on any such statements.

22 **Objection**

23 Best Buy objects on grounds of Vagueness, Overbreadth, Work Product and Privilege and  
24 improper contention discovery. Best Buy further objects to the extent that the topic calls for  
25 information that is known to the Defendants and not Best Buy and/or that Best Buy does not track  
26 or keep in the ordinary course of business. Best Buy will not produce a witness to testify on this  
27 topic.  
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1     **Topic No. 22**

2             The method(s) used by Your Company to track inventory levels, link returns and sales,  
3     and monitor product margins of CRT Finished Products You sold.

4     **Objection**

5             Best Buy objects on grounds of Undue Burden, and Overbreadth. Subject to and without  
6     waiving these objections, Best Buy will produce a witness to testify at a general level regarding  
7     this topic.

8     **Topic No. 23**

9  
10            Your standards and practices with regard to tracking the purchases and sales of CRT  
11    Finished Products for determining the profitability of sales, and for financial reporting purposes,  
12    including the nature of the financial data available, the location of such data, and the names of  
13    individuals responsible for maintaining such data.

14    **Objection**

15            Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the  
16    extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
17    course of business. Subject to and without waiving these objections, Best Buy will produce a  
18    witness to testify at a general level regarding this topic.

19    **Topic No. 24**

20            Your policies and practices related to the retention and deletion of all Documents and data  
21    (including any of Your electronic databases) related to the purchases and sales listed in Topics 6  
22    and 11.

23    **Objection**

24            Best Buy objects on grounds of Undue Burden, and Overbreadth. Subject to and without  
25    waiving these objections, Best Buy will produce a witness to testify at a general level regarding  
26    this topic.

1 **Topic No. 25**

2 The extent to which Best Buy passed on its costs in purchasing or acquiring CRTs or CRT  
3 Finished Products to its customers, including pricing practices and timing of price increases, but  
4 not including precise figures or total amounts of price margins.

5 **Objection**

6 Best Buy objects on grounds of Undue Burden, and Overbreadth. Best Buy objects to the  
7 extent that the topic calls for information that Best Buy does not track or keep in the ordinary  
8 course of business. Subject to and without waiving these objections, Best Buy will produce a  
9 witness to testify at a general level regarding this topic.

10 **Topic No. 26**

11 The assignment of any claims asserted in the Complaint, including the identification of the  
12 assignees, the identification of the assignors, the mechanism or form of said assignments, the  
13 consideration received for any such assignment, and any agreements or plans for the distribution  
14 of damages or settlement proceeds recovered in this action to the assignors.

15 **Objection**

16 Subject to and without waiving the General objections, Best Buy will produce a witness to  
17 testify at a general level regarding this topic.

18 **Topic No. 27**

19 Best Buy's search for, production of, and all efforts to preserve any documents that are  
20 potentially relevant to this or any other litigation or investigation concerning CRTs or CRT  
21 Finished Products.

22 **Objection**

23 Best Buy objects on grounds of Privilege, Work Product, Undue Burden, and  
24 Overbreadth. Subject to and without waiving these objections, Best Buy will produce a witness to  
25 testify at a general level regarding this topic.

1     **Topic No. 28**

2             Identification, location, last known address, telephone number, and e-mail address of any  
3     person having or believed to have any information regarding the foregoing topics or facts  
4     underlying these topics.

5     **Objection**

6             Best Buy objects on grounds of Relevance, Undue Burden, and Overbreadth. Best Buy  
7     also specifically objects to this topic on the grounds of Undue Burden because such information is  
8     obtainable by less intrusive means. Best Buy believes this topic can be resolved through an  
9     interrogatory or the informal exchange of information relevant to Best Buy's data production, as  
10    is already occurring between the parties. For the foregoing reasons, Best Buy will not produce a  
11    witness on this topic.

12    **Topic No. 29**

13            Identification, location, last known address, telephone number, and e-mail address of any  
14    person having or believed to have any documents or other electronic or non-electronic files  
15    regarding the foregoing topics or facts underlying these topics, including any person having or  
16    believed to have information regarding each of the fields contained in such files and the means by  
17    which those fields were constructed.

18    **Objection**

19            Best Buy objects on grounds of Relevance, Undue Burden, and Overbreadth. Best Buy  
20    also specifically objects to this topic on the grounds of Undue Burden because such information is  
21    obtainable by less intrusive means. Best Buy believes this topic can be resolved through an  
22    interrogatory or the informal exchange of information relevant to Best Buy's data production, as  
23    is already occurring between the parties. For the foregoing reasons, Best Buy will not produce a  
24    witness on this topic.

1 DATED: April 25, 2014

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

2  
3 By: /s/ David Martinez  
4 Roman M. Silberfeld  
5 David Martinez  
6 Laura E. Nelson  
7 Jill Casselman

8 **ATTORNEYS FOR PLAINTIFFS**  
9 **BEST BUY CO., INC.; BEST BUY PURCHASING**  
10 **LLC; BEST BUY ENTERPRISE SERVICES, INC.;**  
11 **BEST BUY STORES, L.P.; BESTBUY.COM, L.L.C.;**  
12 **MAGNOLIA HI-FI, LLC**  
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